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COMPANIES FORM No. 395

302376-26

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

151

4069024

Name of company

* BJ (202) Limited ("Company")

Date of creation of the charge

6 December 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

All monies and liabilities which are now or shall at any time hereafter be due, owing or incurred (whether on or at anytime after demand) to the Beneficiary by the Company anywhere and all other liabilities whatsoever of the Company to the Beneficiary, present future actual and/or contingent whether owing from the Company solely and whether as principal or surety or from the Company jointly with any other Company or companies person or persons and including all interest commission discount or other lawful costs charges or expenses which the Beneficiary concerned may in the course of its business charge in respect of the matters aforesaid and so that interest shall be computed and compounded according to the usual mode of the Beneficiary as well after as before any demand made or judgement obtained hereunder provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

Anglo Irish Asset Finance plc (as agent and Security Trustee on behalf of the Beneficiary) whose registered office is care of Anglo Irish Bank Corporation plc, 10 Old Jury, London ("Security Trustee")

Postcode EC2R 8DN

Presentor's name address and reference (if any)

DWF LLP
5 Castle Street
Liverpool
L2 4XE

For official Use (06/2005)
Mortgage Section



PMO 19/12/2007 188
COMPANIES HOUSE

A04 19/12/2007 79
COMPANIES HOUSE

Time critical reference
JCS/57151/10

Short particulars of all the property mortgaged or charged

Under clause 3 1 of the Debenture as a continuing security for the payment of the Secured Obligations the Company charged to the Security Trustee with full title guarantee by way of legal mortgage in favour of the Security Trustee all the Company's right, title and interest in and to the Property

Under clause 3 2 of the Debenture as a continuing security for the payment of the Secured Obligations the Company charged with full title guarantee, and agreed to charge, in favour of the Security Trustee, the following assets which are at anytime owned by the Company or in which the Company is from time to time interested

a) by way of first fixed charge all estates or interests in any freehold or leasehold property invested in or charged to the Company now or at anytime after the date of the Debenture, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

b) by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed **DWF LLP**

Date **14 December 2007**

On behalf of **XXXXXXXX** [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)
warranties relating to the same,

c) by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

d) by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by or written in favour of, the Company or in which the Company is otherwise interested;

e) by way of first fixed charge all the Company's right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing,

f) by way of first fixed charge all money standing to the credit of the Company from time to time on any or all accounts with any bank, financial institution or any other person

g) by way of first fixed charge all Intellectual Property;

h) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets,

i) to the extent not effectively assigned under clause 3.3 of the Debenture, by way of first fixed charge all Receivables,

j) by way of first fixed charge all the goodwill and uncalled capital of the Company; and

k) by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

Under clause 3.3 of the Debenture as a continuing security for payment of the Secured

Obligations the Company with full title guarantee, assigned and agree to assign absolutely in favour of the Security Trustee all the rights, title, interest and benefit of the Company in and to the Receivables.

Under clause 3.4 1 of the Debenture as further continuing security for the payment of the Secured Obligations the Company charged with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertakings whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed charge pursuant to the provisions of clause 3.1 and 3.2 of the Debenture or by way of Assignment pursuant to the provisions of clause 3.3 of the Debenture including, without prejudice to the generality of the forgoing, heritable property and all other property and assets in Scotland

Under clause 3 4 2 of the Debenture paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply at all times to the floating charge created pursuant to clause 3 4 1 of the Debenture

Under clause 6 of the Debenture, the Company covenanted with the Security Trustee that during the continuance of the security created by the Debenture it shall not without the prior written consent of the Security Trustee:

- a) create or permit to subsist any Encumbrance upon any of the Charged Assets (other than a lien arising in the ordinary course of business by operation of law), or
- b) sell, transfer, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets (other than any Charged Assets which are the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading)

Under clause 7 3 of the Debenture the Company as registered proprietor appoints the Security Trustee as its agent to apply for the particulars of the Debenture and of the interest of the Security Trustee in the Intellectual Property and any other or future trademark or trademark application registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25 (1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms to enable such particulars to be entered on the Register of Trade Marks

Under clause 9 7 of the Debenture the Company covenanted with the Security Trustee that it would not except with the prior consent of the Bank, confer on any person any right or licence to occupy any land or buildings forming part of the Charged Assets or any licence to assign or sub-let any part of the Charged Assets.

Under clause 9 8 of the Debenture the Company covenanted with the Bank that it would not carry out any development within the meaning of the Planning Acts in or upon the Charged Assets or any part thereof without first obtaining such permissions as may be required under or by virtue of the Planning Acts and, in the case of development involving a substantial change in the structure or a change of use of the Charged Assets or any part thereof, without first obtaining the written consent of the Security Trustee

Under clause 10 19 (a) of the Debenture the Company will without prejudice to clause 6 of the Debenture in addition to the restrictions in that clause not, without the prior written consent of the Security Trustee, sell, assign, charge, discount or in any other manner deal with any of the Receivables.

Under clause 11.2 of the Debenture Section 103 of the Act will not apply to the Debenture but the statutory power of sale will as between the Security Trustee and a purchaser from the Security Trustee arise on and be exercisable at any time after the execution of the Debenture provided that the Security Trustee will not exercise the power of sale until payment of all or any part of the Secured Obligations has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.

Under clause 11 3 of the Debenture the statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee under the Debenture are extended so as to authorise the Security Trustee whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever

covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee thinks fit and without the need to comply with any of the provisions of Section 99 and 100 of the Act

Under clause 11.4 of the Debenture, Section 93 of the Act will not apply to the Debenture.

Under clause 14 of the Debenture the Company by way of security irrevocably appointed the Security Trustee and every Receiver or Administrator appointed under the Debenture and any person nominated for the purpose by the Security Trustee or any Receiver or Administrator (in writing under hand signed by an officer of the Security Trustee or any Receiver or Administrator) severally as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to sign or execute (using the company seal where appropriate) any deed, document, agreement and instrument required under the terms of the Debenture and to do all such acts and things as may be required by the Security Trustee or any Receiver or Administrator under the Debenture or exercise any of their powers, and the Company covenants with the Security Trustee to ratify and confirm all acts or things made done or executed by such attorney as aforesaid.

Under clause 15 of the Debenture no purchaser from or other person dealing with the Security Trustee or with any Receiver or administrator shall be obliged or concerned to enquire whether the right of the Security Trustee to appoint a Receiver or administrator or the right of the Security Trustee or any Receiver or administrator to exercise any of the powers conferred by the Debenture in relation to the Charged Assets or any part thereof have arisen or become exercisable by the Security Trustee or by any such Receiver or administrator, as the case may be, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters

"Act" means the Law of Property Act 1925

"Beneficiary" means the following:

Anglo Irish Asset Finance plc (company number 3091082)
Anglo Irish Bank Corporation plc (company number NF003327)
Anglo Irish Property Lending Limited (company number 03504721)
and any subsidiary or holding company of any of the above companies and any subsidiary of any such holding company from time to time.

"Charged Assets " means all property and assets from time to time charged by or pursuant to the Debenture

"Charged Shares" means all shares specified in schedule 1 of the Debenture, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by the Company from time to time

"Collections Account" has the meaning described in clause 10 1 (b) of the Debenture

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right, or trust arrangement or any other security agreement or arrangement having the effect of security,

"Insurances" means the policies of insurance in which the Company has an interest from time to time

"Intellectual Property" means all legal and/or equitable interests (including without limitation, the benefit of all licences in any part of the world) of the Company in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company;

"Investments" means shares, certificates of deposit, debentures and other investments as defined in Part II of Schedule II of the Financial Services and Markets Act 2000

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any regulations made pursuant thereto

"Property" means land at Atlantic Industrial Estate, Dunning's Bridge Road, Bootle, registered at H M Land Registry with Title No MS530281

"Receivables" means.

(i) all present and future book and other debts, rentals (including without limitation rental income receivable in respect of the Property), royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing

"Receiver" means a receiver or manager or other receiver appointed pursuant to the Debenture

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be) together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise)

"Security Shares" means the Charged Shares and the Related Rights accruing to all or any of the Charged Shares.

Company number

4069024

Name of company

*insert full name
of Company

* BJ (202) Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 04069024

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th DECEMBER 2007 AND CREATED BY BJ (202) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE BENEFICIARY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2007

A handwritten signature in black ink, appearing to be 'BJ'.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES